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JM-5630

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

IN RE:
JORGE GOMEZ
MARGARITA GOMEZ) Case No. 09-12879 (MS)
) CHAPTER 13
) Hearing Date:
) CERTIFICATION IN SUPPORT OF
) MOTION OF THE JP MORGAN CHASE
) BANK NA FOR RELIEF FROM THE
) AUTOMATIC STAY
)
)
)
)
)
)
)

AUDREY GALE certifies as follows:

1. I am employed by JP Morgan Chase Bank NA ("Chase") and am familiar with the facts of this case.
 2. On 2-13-07 the debtors executed a Retail Installment Sales Contract for the purchase of a 2006 CHRYSLER 300 more particularly described in the following paragraph. The contract was assigned to Chase and the debtors became indebted to Chase in accordance with the terms of same. To secure payment of the contract, the debtors caused the title to the vehicle to be delivered to Chase. As a result, Chase is the holder of a first purchase money security interest encumbering the vehicle. True copies of the contract and title are annexed

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hereto as exhibits A and B. Chase has merged with JP Morgan and Bank One.

3. The following information sets forth the make, model and serial number of the vehicle, the original terms of the contract, the average retail and trade-in value of the vehicle, and the current status of the debtors' loan:

A. Make, model and serial number of motor vehicle:

2006 CHRYSLER 300

Serial number: 2C3KA43R56H62888

B. Original contract terms:

(i) Total of payments: \$21138.60

(ii) Term: 60 months

(iii) Monthly payment: \$352.31

(iv) First payment due: 3-30-07

C. Average retail value: \$12825*

Average trade in value: \$9875*

*values derived from NADA Official Used Car Guide, SEPTEMBER 2009

D. Delinquency status: **The debtors have made only two payments of \$352.31 post-petition, on 4-8-09 and 6-2-09. The debtors are therefore past due post-petition from 5-1-09 to 9-1-09 in the amount of \$1761.55 not including late charges.**

E. Statement of amount due

i. Loan balance: \$10407.92 plus per diem interest and such counsel fees and costs associated with this motion as may be ordered by the court

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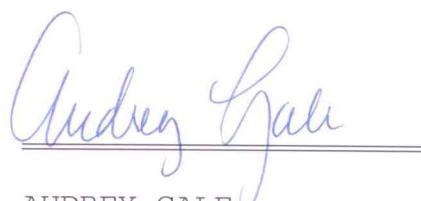
4. JP MORGAN CHASE BANK NA demands stay relief for the following reasons:

- a. The debtors are failing to make loan payments and are failing to provide Chase with adequate protection.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE.

I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Dated: 9-17-09



Audrey Gale

AUDREY GALE

CHASE 6

NEW JERSEY RETAIL INSTALLMENT CONTRACT Date _____

02/13/2007

NOTE - A TABLE OF CONTENTS FOR THIS CONTRACT APPEARS AS PARAGRAPH NO. 38 ON THE REVERSE SIDE

I. NATURE OF CONTRACT: If this box is checked, this is a simple interest contract **WITH** a "Balloon Payment" as the last scheduled payment. (The Balloon Payment option is not available if the cash price of the vehicle is \$10,000 or less.) If this box is not checked, this is a simple interest contract **WITHOUT** a "Balloon Payment" as the last scheduled payment.

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)		Seller (Creditor) Name and Business Address					
JORGE GOMEZ 21 HUGO AVE WEST PATERSON NJ 07424		TEYERBORD CHRYSLER/PLYHOUTH 469 ROUTE 46 LITTLE FERRY NJ 07643					
Phone Number _____							
<p>WHO IS BOUND: You, the Buyer (and Co-Buyer if any), may buy the vehicle described below for cash or on credit. By signing below you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we" means the Seller named above and, after assignment and acceptance, the Seller's assignee; JPMorgan Chase Bank, N.A. acting on its own or as agent for an affiliated entity (and any subsequent assignee).</p> <p>DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:</p>							
New, Used or Demo	Year	Weight (lbs.)	Make and Model	Body Type	Vehicle Identification No.	Key No.	Use for Which Purchased
USED	2006		CHRYSLER 300	4DR A	2C3KA43R56H362888	GOMEZ	<input type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If truck - Describe body, gross vehicle weight and major items of equipment sold.							
N/A							

4. NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your downpayment of \$ 9350.38 5

PAYMENT SCHEDULE. Your payment schedule will be 00/00 monthly payments of \$ 000.00 each.

due on the same day of each month starting on [REDACTED] 03/31/01
[REDACTED] when payment is made in full. Your payment schedule will be [REDACTED] N/A

BALLOON PAYMENT: If this Contract is checked with "Balloon Payment" above, your payment schedule will be **N/A**, and monthly payments of \$ **N/A** each, due on the same **N/A** day of each month starting on **N/A**, and then your last payment will be \$ **N/A** due on **N/A**.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

SECURITY: You are giving us a security interest in the motor vehicle being purchased. If a statement is more than 10 days late you may be charged \$10.00.

LATE FEE: If a payment is more than 10 days late, you may be charged \$10.00.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require prepayment in full before the scheduled maturity date.

- ITEMIZATION OF THE AMOUNT FINANCED

- | ITEMIZATION OF THE AMOUNT | | | | \$ 20859.65 |
|---|---------------------------------------|-------|--|--|
| 1. Cash Price (including any accessories, installation of accessories, and sales taxes of \$ <u>1364.75</u>) | | | | \$ 20859.65 |
| 2. Downpayment | | | | |
| A. Net Trade-in | | | | \$ N/A |
| Your Trade-in is \$ | | | | |
| Year | Make | Model | | |
| B. Cash Downpayment | | | | 5 9350.38 |
| C Total Downpayment (A + B) | | | | \$ 9350.38 |
| 3. Unpaid Balance of Cash Price (I - BC) | | | | \$ 11509.27 |
| 4. Other Charges Including Amounts Paid to Others on Your Behalf: | | | | |
| A. Cost of Optional Credit Insurance for the Term(s) Specified in the "Credit Insurance" Paragraph of this Contract Paid to the Insurance Company (s) Named Below | | | | I request Optional
Gap coverage under
the terms in Section 31
and for the amount shown:
In Section 4E. If no amount
is shown and you have not
selected a term or a plan, |
| Lto S | Disability,
Accident
and Health | H/A | | |
| H/A | | | | |
| D. Official Fees Paid to Government Agencies | | | | |

- N/A Section 4E. If no amount is shown and you have not received a medical plan

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CHASE BANK

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D. Government Certificate of Title Fees	\$ N/A
E. Other Charges (Describe who will receive payment and purpose)	
To <u>The ONE OFF</u> For Optional Gap Coverage	\$ <u>600.00</u> <u>Xbox</u>
To <u>N/A</u> For <u>N/A</u>	\$ <u>N/A</u>
To <u>FBI</u> For <u>DOC FEE</u>	\$ <u>148.00</u>
To <u>N/A</u> For <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> For <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> For <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> For <u>N/A</u>	\$ <u>N/A</u>
F Total Other Charges and Amounts Paid to Others on Your Behalf	<u>805.50</u>
(A + B + C + D + E)	
G. Amount Financed - (Unpaid Balance) (3 + G)	<u>12314.77</u>
** We may retain or receive a portion of these amounts	

7. PROMISE TO PAY: You promise to pay us the Amount Financed shown above, plus a Finance Charge determined by applying a daily rate of 1/365 to the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed each day.
8. PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. If no late charge and/or returned check charge is owed, we credit each payment first to accrued Finance Charge and then to the unpaid balance of the Amount Financed. If a late charge and/or returned check charge is owed, we credit each payment first to accrued Finance Charge, then to the scheduled unpaid balance of the Amount Financed, then to unpaid late charge and/or returned check charge, and then to the unpaid balance of the Amount Financed. We compute your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We will send you a check for any amount owed you (if it is \$1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is \$1.00 or more).
9. BALLOON PAYMENT: IF THIS CONTRACT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. Paragraph 18 appearing on the reverse entitled "LAST PAYMENT OPTIONS" applies and the odometer reading referred to in Section (B)(4) of such paragraph is N/A miles.
10. LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer unless another address is listed

N/A

(Street and Town)

CREDIT INSURANCE

11. Credit life and credit disability, accident and health insurance are not required to obtain credit and will not be provided under this Contract unless you sign for them and agree to pay the additional cost. The policies or certificates issued by the insurer will describe the terms and conditions in further detail.

If you want the following insurance, sign below:

Buyer Co-Buyer Both at a premium of \$ N/A for a term of N/A

Credit Life Insurance will pay your debt on this Contract up to \$ N/A

Disability, Accident and Health (Buyer Only) at a premium of \$ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to \$ N/A

The name of the insurer is _____ Name _____ Home Office Address _____

Buyer Signature

Date

Co-Buyer Signature

Date

12. PROPERTY INSURANCE: Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller it will be furnished by N/A for the initial term of N/A at a premium of N/A but such charge is not included in this Contract.

13. THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT IT CONTAINS AN "AGREEMENT TO ARBITRATE DISPUTES" ON THE REVERSE SIDE, THAT YOU HAVE READ IT AND AGREE TO ITS TERMS.

IMPORTANT READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW

14. ACKNOWLEDGEMENT: You acknowledge that you have read both sides of this Agreement, agreed to all terms, and received a completed copy of it signed by Seller.

NOTICE TO RETAIL BUYER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

15. Buyer Signs

Seller (Creditor) Signs

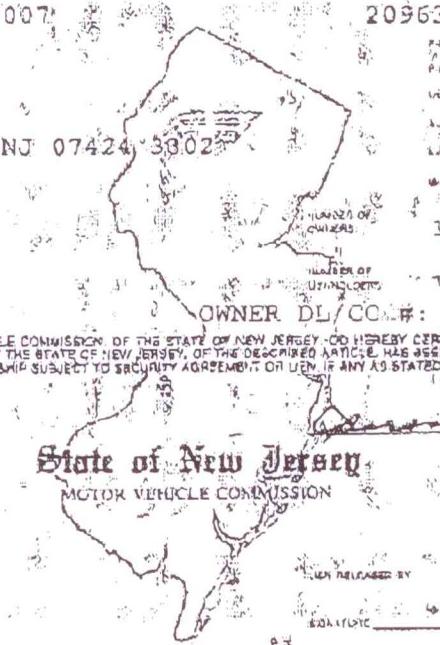
Co-Buyer Signs

By signing here, the Seller agrees to the terms of this Contract and assigns this Contract to Seller's assignee under the terms agreed to by Seller and Seller's assignee.

FORM NO. CAPR NEW JERSEY REV 2/06 Pg 10/06
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CHASE COPY

CERTIFICATE OF TITLE

PROVINCE	IDENTIFICATION NUMBER	SELLER	VEHICLE MAKE	MODEL	BODY TYPE	
2	2C3KA 43R56 H3628 88	2006 ² CHR	300	4 DR.		
TYPE OF TITLE	EXPIRATION DATE	COMMERCIAL	COLLECTOR/ARTIFACT	OWNER'S ID	REGISTRATION	
STANDARD	03-02-2007	B	BL	43465N	2	
FEE	ISSUE DATE	VIN/REPLACEMENT	PERIOD	PERIOD	PERIOD	
40.00	03-02-2007			20963 A		
OWNER(S)	Jorge L Gomez 21 Hugo Ave West Paterson NJ 07424-3302					
						
OWNER DL/CC#: <i>[Signature]</i>						
I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP, IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, OF THE DESCRIBED ARTICLE, HAS BEEN RECORDED AND FILED WITH ME. I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN IF ANY AS STATED.						
CONTACT NUMBER	697280J					SIGNATURE
State of New Jersey MOTOR VEHICLE COMMISSION						
DATE ISSUED	DATE	DATE RELEASED BY	DATE	DATE	DATE	
DATE ISSUED	03-02-2007	DATE RELEASED BY	03-02-2007	DATE	DATE	
LAST PAIR VIN NUMBER	48217 80748150380	SIGNATURE				
LAST PAIR VIN NUMBER	JPMORGAN CHASE BANK NA PO BOX 29214 PHOENIX AZ 85038	SIGNATURE				
1BMU55-1 (R3/03)	VS DA20070610362					
VOID IF ALTERED						

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